

# Potpourri

## POTPOURRI

### Department of Natural Resources Office of Conservation

#### Orphaned Oilfield Sites

Office of Conservation records indicate that the Oilfield Sites listed in the table below have met the requirements as set forth by Section 91 of Act 404, R.S. 30:80 et seq., and as such are being declared Orphaned Oilfield Sites.

Operator	Field	District	Well Name	Well Number	Serial Number
Kelvin Beard	Esperance Point	M	Hugh Junkin SWD	015	061226
Kelvin Beard	Esperance Point	M	Junkin	001	186977
Kelvin Beard	Justina	M	MAS L TUSC SUG;Fisher Lbr Corp	004	196908
Kelvin Beard	Justina	M	BUK RA SUB;Fisher Lbr Corp	001	193705
Kelvin Beard	Justina	M	BUK RA SUA;Fisher Lbr Corp	003	196154
Belpport Oil, Incorporated	Chacahoula	L	L M Talbot	001	220289
William B. Bennett	Columbia	M	Bennett	001	157881
The British-American Oil Prod. Co.	Golden Meadow	L	Rebstock Comm B	001	022441
General Producing Company	Leleux	L	MARG HOWE I RA SUA;E D Abshire	001	178186 (30)
HTR Operating Co., Inc.	Longwood	S	Hammack A	001	054361
HTR Operating Co., Inc.	Longwood	S	Hammack A	002	054438
HTR Operating Co., Inc.	Longwood	S	Hammack	001	184589
HTR Operating Co., Inc.	Longwood	S	Hammack	002	184603
HTR Operating Co., Inc.	Longwood	S	Hammack A	003	186498
HTR Operating Co., Inc.	Longwood	S	Hammack B	004	217053
HTR Operating Co., Inc.	Longwood	S	Hammack W SWD	001	217060
F. E. Hargraves & Sons Drilling Co., Inc.	Bellevue	S	Anderson	002	142378
Hydrocarbon Mgmt., Inc.	Houma	L	KBR A RF SUA;B Cheramie	001	201180 (30)
Legendary Well Service, Inc.	West Tepestate	L	Charles Hensgens	001	208487
Legendary Well Service, Inc.	West Tepestate	L	Gustin Doise et ux	001	209305
Charles E. Mayfield	Bellevue	S	Lodwick Lumber Company H	012	058926 (30)

Charles E. Mayfield	Bellevue	S	Ardis & Company	001	036992
Charles E. Mayfield	Bellevue	S	Ardis & Company	002	037669
Charles E. Mayfield	Bellevue	S	Ardis & Company	003	037670
Charles E. Mayfield	Bellevue	S	Lodwick Lumber Company	A001	053654
Charles E. Mayfield	Bellevue	S	Lodwick Lumber Company	007	052781
Millsaps Lbr. Co.	Wildcat	M	Millsaps	001	016408
George H. Pierce	Bellevue	S	Wurtsbaugh Knighton et al	002	103665 (30)
Quality Petroleum, Inc.	Canadian Bayou	S	GR RC SUC;John Henry	002	203991
Quality Petroleum, Inc.	Canadian Bayou	S	John Henry	004	221885
Quality Petroleum, Inc.	Canadian Bayou	S	GR RC SUG;McCoy	001	204477
Quality Petroleum, Inc.	Canadian Bayou	S	John Henry	003	204699
Quality Petroleum, Inc.	Caddo Pine Island	S	Hoffman et al	001	179621
Quality Petroleum, Inc.	Caddo Pine Island	S	Ellerbe Estate	003	204286
Quality Petroleum, Inc.	Caddo Pine Island	S	Ellerbe	001	219667
Segars Energy	Wheless Branch	S	Louisiana Pacific F	001	219796
Segars Energy	Wheless Branch	S	Adams	001	220564
Segars Energy	Sandy Creek	S	WX RA SUA;LA Pacific E	002-ALT	221254
Segars Energy	Wheless Branch	S	SP RA SUC;Louisiana Pacific C	023	200177
Segars Energy	Wheless Branch	S	Louisiana Pacific C	002	218215
Segars Energy	Richland Creek	S	LA Pacific SWD	J-2	157240
Segars Energy	North Hickory Valley	S	Pardee	001	215938
Segars Energy	Northeast Hickory Valley	S	Louisiana Pacific D	001	217643
Segars Energy	Sandy Creek	S	WX RA SUA;LA Pacific E	001	218916
Southern Star Pet. Co.	Wildcat	M	I G Boyette	001	017294
Union Sulphur and Oil Corporation	South Jennings	L	Landry-Hebert B	001	043086
Vinton Petroleum Co. of Texas	Vinton	L	Gray Estate	008	012144

Philip N. Asproditis  
Commissioner of Conservation

0103#058

**POTPOURRI**  
**Department of Natural Resources**  
**Office of the Secretary**

Agreement to Facilitate the Barataria Basin Land Bridge Shoreline Protection Project, Phases 1, 2, and 3 (BA-27)

Pursuant to Act 55 (R.S. 41:1702) of the 1996 Extraordinary Session of the Louisiana Legislature, the

Secretary of the Department of Natural Resources proposes the following Agreement. This Agreement, affecting the Barataria Basin Land Bridge Shoreline Protection Project, Phases 1, 2, and 3 (BA-27), is proposed with the Rigolets Limited Partnership, and is necessary in order to facilitate the development, design and implementation of the Barataria Basin Land Bridge Shoreline Protection Project, Phases 1, 2, and 3 (BA-27).

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RIGOLETS LIMITED PARTNERSHIP  
AND  
THE STATE OF LOUISIANA

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF JEFFERSON

BE IT KNOWN, by these presents, effective as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, Two Thousand and One (the "Effective Date"), upon execution by all signatory parties indicated below (the "Parties");

BEFORE US, the undersigned Notaries Public duly commissioned and qualified in and for the Parishes stated hereinbelow, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

Rigolets Limited Partnership ("Rigolets"), herein represented by TT&W, Inc., herein represented by Robert S. Thomson, Jr., President of TT&W, Inc. ("TT&W"),

Jack C. Caldwell, Secretary of the Department of Natural Resources, State of Louisiana ("DNR") and

Mark C. Drennen, Commissioner of Administration, State of Louisiana, who recited that:

WHEREAS, Rigolets holds record title to lands in all or parts of Township 17 South, Range 23 East, Sections 14, 15, 21, 22, 23, 27, 28, and 29, Jefferson Parish, Louisiana, (hereinafter, collectively referred to as "Rigolets lands"), as illustrated on plat attached as Exhibit "A", hereto and made a part hereof;

WHEREAS, as the owner of Rigolets lands, Rigolets, pursuant to Louisiana Constitution Article IX, Section 3 and La. R.S. 41:1702 has the right to reclaim and recover any portion thereof lost through erosion, compaction, subsidence or sea level rise occurring on or after July 1, 1921;

WHEREAS, in recognition of the benefits to be derived by the citizens of the State of Louisiana by virtue of protection of the greatest practicable amount of wetlands acreage, and resulting from Rigolets forfeiting its right to reclaim and recover certain portions of Rigolets lands that have been lost through said erosion, compaction, subsidence or sea level rise; the State desires to enter into this agreement with Rigolets;

WHEREAS, the State of Louisiana ("State") acknowledges the potential loss of a claim to subsurface mineral rights relating to state owned waters which may accrue to Rigolets as a result of this Agreement, but deems the benefits of maintaining the existence of the greatest practicable amount of wetlands acreage to be an overriding concern balancing and offsetting any risk of loss;

WHEREAS, pursuant to La. R.S. 41:1702, and to facilitate the development, design, and implementation of the Barataria Basin Land Bridge Shoreline Protection Project, Phases 1, 2, and 3 ("the Project"), the State desires to evidence its understanding with Rigolets with respect to Rigolets lands;

NOW THEREFORE, to permit implementation of the Project, Rigolets and the State, through their undersigned representatives, in consideration of the premises, hereby make the following agreements upon, and subject to, the terms and conditions hereinafter set forth:

1. Four lines shall be established in a manner which allows depiction on a map or plat (scale 1 inch = 1,000 feet or larger).

A. "Line 1A" shall begin at the northern boundary of the Rigolets lands as generally depicted on Exhibit B, meander south and southwest and end at a point on the former east bank of Harvey Cutoff. "Line 1B" shall begin at a point on the former west bank of Harvey Cutoff, meander northwest, southwest, south, southwest, and west and end at the southern boundary of Section 29, T17S-R23E.

B. Lines 1A and 1B shall be a reasonably "smooth", reasonably depicting a boundary between Bayou Rigolettes and broken marsh or between Bayou Perot and broken marsh.

C. Line 2A shall have the same beginning and end points as Line 1A. Line 2B shall have the same beginning and end points as Line 1B.

D. Lines 2A and 2B shall depict the alignment of the shoreline protection feature to be constructed as part of the Project.

E. Said lines shall be based on aerial imagery taken in the Fall subsequent to completion of each construction contract or engineering surveys performed within sixty (60) days after completion of each construction contract, shall be agreed upon by all parties to this Agreement, and shall be depicted by an Exhibit C to be made part of this Agreement by amendment within one year after construction of the entire Project.

F. Based on 1998 aerial imagery, Exhibit B illustrates the concept of how Lines 1A, 1B, 2A, and 2B would be depicted, but the parties to this Agreement acknowledge that said Lines are likely to change in shape and shift landward due to continued erosion from 1998 until project construction is complete and due to engineering considerations.

2. Those lands that will be located on the landward side of Lines 1A and 1B shall hereinafter be referred to as "Landward-side Lands." Those lands that will be located on the bayou side of Lines 2A and 2B shall hereinafter be referred to as "Bayou-side Lands." Those lands that will be located between Line 1A and Line 2A, and between Line 1B and Line 2B shall hereinafter be referred to as "Intervening Lands."

3. The State agrees and acknowledges that Rigolets has the right to reclaim and recover the Intervening Lands and the Bayou-side Lands, up to the 1956 Shoreline depicted on Exhibit B, under the laws of the State of Louisiana. For and in consideration of the benefits granted to it under this Agreement, Rigolets agrees to and does hereby compromise, relinquish and forfeit this right to reclaim and recover the Intervening Lands and the Bayou-side Lands. Rigolets further agrees that Rigolets shall allow its existing property to be utilized in connection with the Project to the extent deemed reasonably necessary by the Secretary of the DNR. In consideration of the relinquishment and forfeiture by Rigolets and the benefits to be granted to the State, the State and Rigolets agree, as of the Effective Date, as follows:

A. Rigolets shall own 50% of the subsurface minerals and related rights, including oil and gas, relating to the Intervening Lands, including but not limited to the emergent lands that emerge from water bottoms in the Intervening Lands, which ownership shall be perpetual and transferable. The State shall own the other 50% thereof.

B. To exercise its ownership set forth above, Rigolets shall have the right to use the Intervening Lands for locating, accessing, extracting and transporting any subsurface minerals, subject to acquiring appropriate State and State Agency permissions, approvals and permits.

C. In the event subsequent erosion should cause all of the Intervening Lands to become part of the bayou, ownership of all mineral rights and mineral production therefrom shall be vested in the State.

D. If production is established prior to the aforesaid subsequent erosion, it will continue to be shared equally between Rigolets and the State for as long as production continues.

4. The State does by these presents acknowledge and agree that Rigolets shall retain all of its right, title and interest in and to all Landward-side Lands, regardless of the success or failure of the Project for as long as any portion of said Landward-side Lands remains. The State further recognizes that Rigolets has and shall have the perpetual, transferrable ownership of all subsurface mineral rights to the Landward-side Lands including any part thereof which may erode and become a part of the bayou. However, in the event said Landward-side Lands completely erodes, compacts, subsides, or becomes a part of the bayou, ownership shall vest in the State. In the event production is established prior to the aforesaid erosion, it will continue to be owned 100% by Rigolets for as long as production continues.

5. Nothing herein shall prevent the State from exercising its rights to Bayou-side Lands through the granting, for a lawful purpose, of any right-of-way or servitude, or any mineral, geothermal, geopressure, or any other lease. Any lease or grant by the State shall not be affected by this Agreement and Rigolets shall have no claim for compensation out of the proceeds of the grant or lease.

6. All references to "State" herein mean the State of Louisiana acting through its appropriate executive officers, departments and/or agencies who are signatories to this Agreement.

7. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their successors in interest and assigns.

8. This Agreement shall be submitted for review and approval of the House and Senate committees on Natural Resources. In the event said approval is not granted, this Agreement shall be null and void.

THUS DONE AND PASSED in my office on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in sextuplicate originals, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearer(s) and me, Notary, after reading of the whole.

WITNESSES:  
BY TT & W, INC.

\_\_\_\_\_

RIGOLETS LIMITED PARTNERSHIP

BY: \_\_\_\_\_  
ROBERT S. THOMSON, JR.  
President

\_\_\_\_\_  
NOTARY PUBLIC  
for the PARISH OF \_\_\_\_\_

THUS DONE AND PASSED in my office on this day of , 2001, in sextuplicate originals, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearer(s) and me, Notary, after reading of the whole.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**JACK C. CALDWELL**  
Secretary, Department of Natural Resources

\_\_\_\_\_  
**NOTARY PUBLIC**  
for the PARISH OF EAST BATON ROUGE

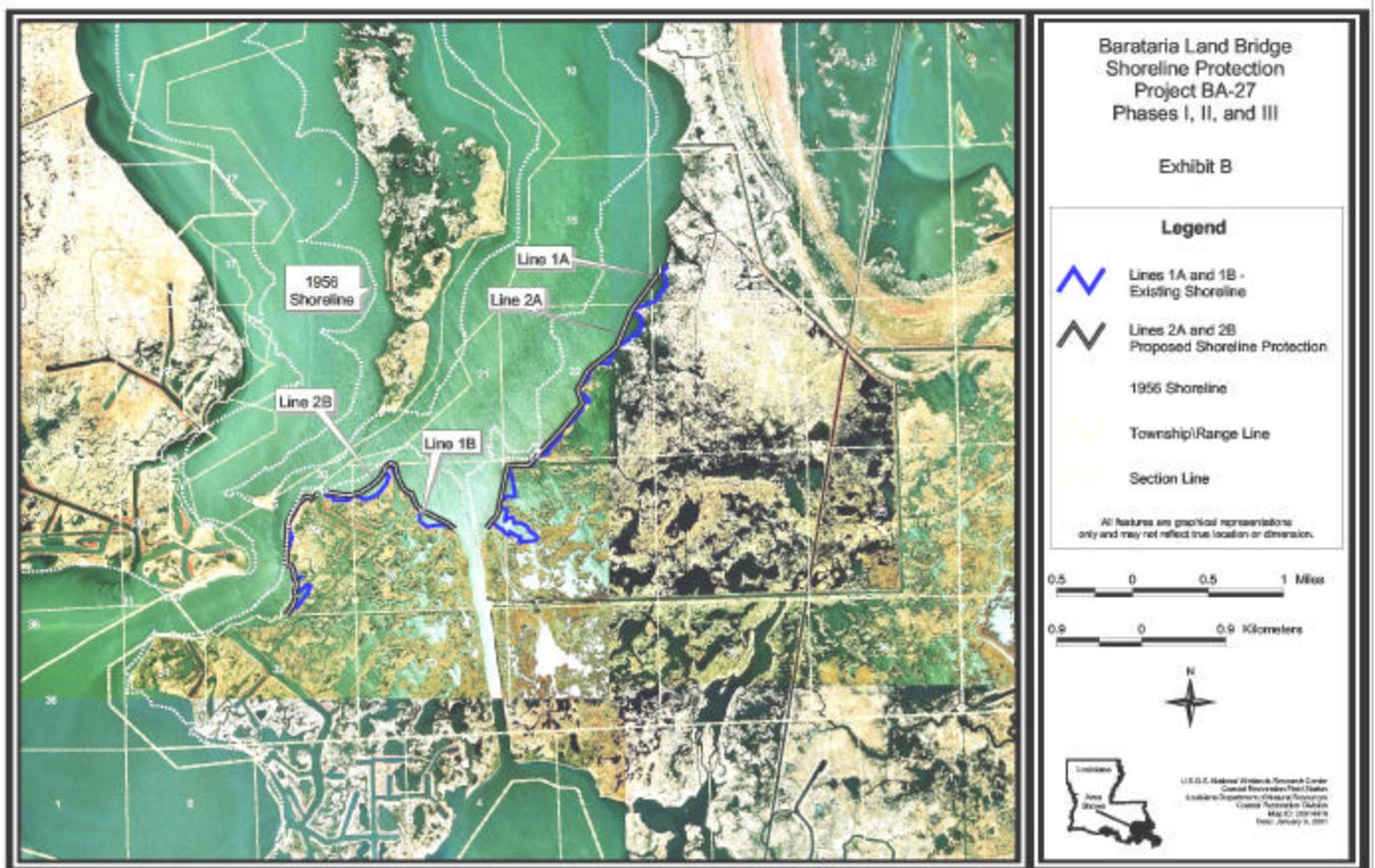
THUS DONE AND PASSED in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 2000, in sextuplicate originals, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearer(s) and me, Notary, after reading of the whole.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**MARK C. DRENNEN**  
Commissioner of Administration,  
State of Louisiana

\_\_\_\_\_  
**NOTARY PUBLIC**  
for the PARISH OF EAST BATON ROUGE



0103#059

**POTPOURRI**  
**Department of Natural Resources**  
**Office of the Secretary**  
**Fishermen's Gear Compensation Fund**

Loran Coordinates

In accordance with the provisions of R.S. 56:700.1 et. seq., notice is given that 14 claims in the amount of \$31,864.86 were received for payment during the period February 1, 2001 through February 28, 2001. There were 10 claims paid and 4 claims denied.

Loran Coordinates of reported underwater obstructions are:

26715	47000	Calcasieu
27406	46931	Iberia
27931	46833	Terrebonne
27961	46839	Terrebonne
28547	46093	Jefferson
28692	47026	Jefferson
29273	47026	St Bernard

Latitude/Longitude Coordinates of reported underwater obstructions are:

2908.780	9027.353	Terrebonne
2909.711	9102.872	Terrebonne
2918.100	9122.850	St Mary
2927.702	9155.507	Vermilion
2927.779	9155.533	Vermilion
2950.310	8936.230	St Bernard

A list of claimants and amounts paid can be obtained from Verlie Wims, Administrator, Fishermen's Gear Compensation Fund, P.O. Box 94396, Baton Rouge, LA 70804, or you can call (225) 342-0122.

Jack C. Caldwell  
Secretary

0103#055

**POTPOURRI**  
**Department of Social Services**  
**Office of Community Services**

2001-2002 Weatherization Assistance Public Hearing

The Department of Social Services, Office of Community Services is submitting a state plan to the U.S. Department of Energy (DOE) for funding of the 2001-2002 Weatherization Assistance Program. Pursuant to federal regulations (10 CFR 440), a public hearing is required prior to DOE's approval of the plan.

The Weatherization Assistance Program provides services to low-income households, and in particular, households in which elderly, handicapped and/or children reside. The purposes of weatherization activities are:

1. to reduce home heating and cooling costs of low income households;

2. to provide a more comfortable and safe home environment for low-income residents; and

3. to help reduce the consumption of fossil fuels.

The public hearing is scheduled for Wednesday April 11, 2001, at 1:30 p.m., in Room 732, 333 Laurel Street, Baton Rouge, LA. Louisiana's grant for the 2001-2002 program year is \$1,165,702. Any additional Department of Energy funds which may become available during the 2001-2002 program year will be expended according to the approved State Plan.

Copies of the plan can be obtained prior to the hearing by contacting the Department of Social Services, Office of Community Services at (225) 342-2288 or by writing to Box 3318, Baton Rouge, LA 70821. Written comments will be accepted through April 13, 2001.

J. Renea Austin-Duffin  
Secretary

0103#037

**POTPOURRI**  
**Department of Social Services**  
**Office of Community Services**

Public Review of the Title XX  
Social Service Block Grant

The Louisiana Department of Social Services (DSS) announces opportunities for public review of the States pre-expenditure report on intended uses of Title XX Social Services Block Grant (SSBG) funds for the State Fiscal Year (SFY) beginning July 1, 2001, and ending June 30, 2002. The DSS Office of Community Services will utilize SSBG funds to provide comprehensive social services on behalf of children and families in fulfillment of legislative mandates for child protection and child welfare programs. The proposed FY 2001-2002 SSBG Intended Use Report has been developed in compliance with the requirements of Section 2004 of the Social Security Act, as amended, and includes information on the types of activities to be supported and the categories or characteristics of individuals to be served through use of the States allocation of SSBG funds. Section 2004 of the Social Security Act further requires that the SSBG pre-expenditure report shall be made public within the State in such manner as to facilitate comment by any person. The Department of Social Services (DSS) as the designated State Services Agency will continue to administer programs funded under the Social Services Block Grant in accordance with applicable statutory requirements and federal regulations. The DSS/Office of Community Services (OCS) will be responsible for provision of social services, by direct delivery and vendor purchase, through use of federal SSBG funds. Estimated SSBG expenditures for FY 2001-2002 total \$27,726,474.

These mandated services and certain other essential social services are provided without regard to income (WRI) to individuals in need. Individuals to be served also include low-income persons as defined in the Intended Use Report who meet eligibility criteria for services provided through SSBG funding.

Services designated for provision through SSBG funding for State Fiscal Year 2001-2002 are:

A. Adoption (pre-placement to termination of parental rights)

B. Child Protection (investigation of child abuse/neglect reports, assessment, evaluation, social work intervention, shelter care, counseling, referrals, and follow-up)

C. Family Services (social work intervention subsequent to validation of a report of child abuse/neglect, counseling to high risk groups)

D. Foster Care/Residential Habilitation Services (foster, residential care and treatment on a 24-hour basis)

Definitions for the proposed services are set forth in the Intended Use Report.

Persons eligible for SSBG funded services include:

A. Persons without regard to income, who are in need of Adoption Services, Child Protection, Family Services, and Foster Care/Residential Habilitation services.

B. Individuals without regard to income who are recipients of Title IV-E Adoption Assistance.

C. Recipients of Supplemental Security Income (SSI) and recipients of Temporary Assistance for Needy Families (TANF) and those persons whose needs were taken into account in determining the needs of TANF recipients.

D. Low-income persons (income eligibles) whose gross monthly income is not more than 125 percent of the poverty level. A family of four with gross monthly income of not more than \$1838 would qualify as income eligible for services.

E. Persons receiving Title XIX (Medicaid) benefits and certain Medicaid applicants identified in the proposed plan as group eligibles.

The proposed SSBG Intended Use Report for FY 2001-2002 is available for public review at OCS parish and regional offices Monday through Friday from 8:30 a.m. to 4 p.m. Copies are available without charge by telephone request to (225) 342-2416 or by writing the Assistant Secretary, Office of Community Services, Box 3318, Baton Rouge, LA 70821. Inquiries and comments on the proposed plan may be submitted until May 14, 2001, to the Assistant Secretary, OCS, at the above address.

A public hearing on the proposed SSBG Intended Use Report for FY 2001-2002 is scheduled for 10 a.m. on Tuesday, May 1, 2001, at the Office of Community Services, Conference Room 732, Commerce Building, 333 Laurel Street, Baton Rouge.

At the public hearing all interested persons will have the opportunity to provide recommendations on the proposed SSBG plan, orally or in writing. Written comments will be accepted through May 14, 2001.

Post-expenditure reports for the SSBG program for state fiscal years 1998-99 and 1999-2000 are included in the SSBG Intended Use Report for FY 2001-2002 and are available for public review at the Office of Community Services, 333 Laurel Street, Room 645, Baton Rouge.

J. Renea Austin-Duffin  
Secretary

0103#036

## POTPOURRI

### Department of Social Services Office of Family Support

#### Temporary Assistance to Needy Families Caseload Reduction Report

The Department of Social Services, Office of Family Support, hereby gives notice that, in accordance with federal regulations at 45 CFR 261.40, the Temporary Assistance to Needy Families (TANF) Caseload Reduction Report for Louisiana is now available to the public for review and comment.

In order to receive a caseload reduction credit for minimum participation rates, the agency must submit a report based on data from the Family Independence Temporary Assistance Program (FITAP) and Family Independence Work Program (FIND Work) containing the following information:

1. a listing of, and implementation dates for, all state and federal eligibility changes, as defined at §261.42, made by the state since the beginning of FY 1995;
2. a numerical estimate of the positive or negative impact on the applicable caseload of each eligibility change (based, as appropriate, on application denials, case closures, or other analyses);
3. an overall estimate of the total net positive or negative impact on the applicable caseload as a result of all such eligibility changes;
4. an estimate of the state's caseload reduction credit;
5. the number of application denials and case closures for fiscal year 1995 and the prior fiscal year;
6. the distribution of such denials and case closures, by reason, for fiscal year 1995 and the prior fiscal year;
7. a description of the methodology and the supporting data that it used to calculate its caseload reduction estimates;
8. a certification that it has provided the public an appropriate opportunity to comment on the estimates and methodology, considered their comments, and incorporated all net reductions resulting from federal and state eligibility changes; and
9. a summary of all public comments.

Copies of the TANF Caseload Reduction Report may be obtained by writing Sammy Guillory, Department of Social Services, Office of Family Support, P.O. Box 94065, Baton Rouge, LA 70804-9065, by telephone at (225) 342-6824, or via E-mail at [sguillor@dss.state.la.us](mailto:sguillor@dss.state.la.us).

Written comments regarding the report should also be directed to Mr. Guillory. These must be received by close of business on April 30, 2001.

J. Renea Austin-Duffin  
Secretary

0103#035